



THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
Idaho Transportation Dept
District 1
600 W Prairie
Coeur d Alene, ID 83815-8764

Idaho Transportation
Dept

Blanket Purchase Order

Blanket Purchase Order
BPO01621

DELIVER TO: Idaho Transportation Dept
District 1
600 W Prairie
Coeur d Alene, ID 83815-8764
jim.west@itd.idaho.gov

Date: **Tue Sep 20, 2005**
F.O.B: **Destination**
Terms: **Net 30**

VENDOR: MANSFIELD OIL COMPANY
MANSFIELD OIL COMPANY
1025 Airport Parkway SW
Gainesville, GA 30501
Attn: Government Sales Manager
Vendor Nbr:
Emailed To: mshively@mansfieldoil.com
Phone: 800-255-6699
Fax: 678-450-2280
Account Number: P00000053163

Start of Service Date **Fri Sep 16, 2005**
End of Service Date: **Sat Sep 15, 2007**

RFQ#: **ITB02519**
DOC#: **PREQ9901**

Buyer: **AARON WOLTER 208-332-1603**

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		623280.00
	Total:			623280.00
Blanket Comments:				
Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	BULK FUELS, DIESEL and GASOLINE, Contract for 24 Months. Per the attached Specifications and Bid Schedule. (405-15-85-040) (nt)	1 LOT	623280.00	623280.00
	Instr: QUANTITY GIVEN IS AN ESTIMATED TOTAL DOLLAR AMOUNT FOR A TWO YEAR PERIOD OF TIME AND IS NOT A GUARANTEE. Actual order quantities are unknown and may be more or less. NO MINIMUM ORDER QUANTITIES ARE GUARANTEED.			
	See File(s): <input type="radio"/> P00000053163_B2006002519_00_001_05BulkFuelITDPrarie.xls <input type="radio"/> 05BulkFuelPRAIRIE.doc			
	QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document. Order Placement Address: Mansfield Oil Co. 1025 Airport Parkway SW Gainesville, GA 30501 Payment Address: See above			

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document.
3. The Contractor's signed bid, quotation, or offer.

**General
Comments:**

Special Order Information:

Contract BASE PRICES ADJUST DAILY. Applicable daily Rack Average Contract Base Prices are available AFTER 3:30 PM at:

<http://www2.state.id.us/itd/Business/business.htm>

a. CLICK ON: Restricted Information for Consultants, Contractors and Vendors ONLY.

b. CLICK ON: OPIS Bulk Fuel Rates

c. After clicking on the OPIS Bulk Fuel Rates link users will be prompted for a password.
(Contact the Division of Purchasing for the password)

Contract Items: SEE ATTACHED Items and Delivery Locations.

Contract Pricing: Contract Base Price plus Contractor Margin plus fixed costs (taxes/fees, if applicable).

INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.

Instructions:

Freight / Handling Included in Price

By: **AARON WOLTER**

and

BULK FUELS CONTRACT

SPECIAL CONTRACT TERMS AND CONDITIONS

This contract is for a TWO (2) YEAR period of time commencing AUGUST 15, 2005, or date of award, for the purchase of BULK FUELS; with option to renew (upon mutual agreement of both parties) for TWO (2) additional ONE (1) YEAR periods. The State of Idaho (State) will not be obligated or required to purchase any of the Contractor's surplus inventories resulting from the expiration of this contract.

TRANSITION PERIOD

In the event a replacement contract is not established before expiration of this contract or upon termination by the State, it is the responsibility of the Contractor to continue the contract under the same terms and conditions until a new contract is in place. At no time shall this transition period be more than ninety (90) days beyond the original expiration date of the contract.

EXCEPTIONS TO USE

The Idaho Transportation Department for this delivery location will obtain these fuels from this contract. The State reserves the right to purchase product elsewhere on an emergency basis or where any delivery requirements are burdensome or restrictive.

CLOSING DELIVERY SITES

Agencies reserve the right to close any delivery site or discontinue any fuel product at any time without prior notice to the Contractor or penalty to the State.

REPLACEMENT DELIVERY SITES

The State can close any delivery site and establish a replacement delivery site within ten (10) miles of the original site. The Contractor must deliver fuels for the replacement site at the same margin as was being charged at the closed site.

CHANGES AT DELIVERY SITES

1. The State reserves the right to add, replace or remove tanks and also reserves the right to add fuels at any delivery site without prior notice to the Contractor or penalty to the State.
2. The Contractor agrees to deliver fuels to additional tanks at a delivery site using the same margin as already charged for that product.
3. If tanks for additional types of fuels are added at a delivery site, the Contractor agrees to provide the additional fuels at a mutually agreed upon price consistent with existing prices for those fuels at nearby delivery sites serviced by the Contractor.

DELIVERY REQUIREMENTS

1. Fuel metering devices must be utilized to provide accurate delivery quantities. Contractor's delivery truck must have a metering device. The only exception to this requirement is for deliveries from a fuel distribution point/terminal directly to a State site using a transport truck. In this case a bill of lading for each truck and/or trailer load will be acceptable. Split loads will be accepted if all fuel from the distribution point/terminal is for delivery to multiple sites of a single State agency.
2. Delivery ticket must be presented at time of product delivery. Bill of lading/metered quantity may be transferred to delivery ticket by hand at time of delivery. Bill of lading must also be attached to the delivery ticket. The State will pay only for the actual amount of fuel delivered as shown on the delivery vehicle's metering device or on bill of lading.
3. Contractor must be in compliance with Bureau of Weights and Measures rule IDAPA 02.02.14 (concerning ticket printer requirements for vehicle-mounted metering systems). For vehicles with ticket printers, the printed metering ticket must be attached to the delivery ticket.

BULK FUELS CONTRACT

4. Delivery is required within forty-eight (48) hours (two calendar days) after receipt of order. Deliveries exceeding forty-eight hours may be allowed, at the discretion of State agency ordering personnel, at time of order.
5. At least twenty-four (24) hours before delivery, the Contractor must contact the delivery site advising them of the arrival time of the delivery truck (within a two (2) hour period of time). For all deliveries, a State agency representative must be: (1) informed of the delivery truck arrival; (2) afforded an opportunity to observe/confirm off-loading; and (3) be given a numbered delivery receipt to sign confirming delivered quantities. Practical procedures for accomplishing these requirements will be at the discretion of each State agency.
6. Unless specified by the ordering agency at time of order, the delivery must be during normal working hours at the site where the product is being delivered.
7. Contractor must provide telephone numbers for contact by the State Agency.
8. Prior to fueling, the Contractor will determine that the tank system to be filled is able to hold the volume of fuel being delivered.
9. The Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all Contractor personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
10. The Contractor must provide systems necessary to prevent spills and overfills from occurring during the product transfer. The Contractor must also provide the systems necessary to prevent product from reaching streets, catch basins or other drainage structures during product transfers.
11. The fuel truck operator will be present during delivery and take an active part in the prevention of spills. The fuel truck operator will take immediate action to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to transfer of product and also prior to departure of delivery truck, the fuel truck operator shall examine the lowermost drain and all outlets for leakage, and if necessary, tighten, adjust or replace to prevent liquid leakage.
12. All Idaho Transportation Department above-ground storage tanks are filled through a fill port located on top of the tank with the exception of the following Idaho Transportation Department delivery sites that are filled through a fill port located on the side of the tank: Fleming, Grangeville, Kooskia, Lucile, Orofino and Powell.
13. In the event deliveries are sub-contracted to another vendor by the Contractor, the Contractor is ultimately responsible for complying with all conditions of this contract.

TAXES

1. Contract prices and/or Contractor margins shall not include taxes. Taxes applicable at time of delivery are to be added to invoices as separate entries.
2. The State does not pay Federal Excise tax. This tax is not to be included on Contractor's invoice.
3. It is agreed and understood that the Contractor shall be responsible for filing all necessary claims for tax refunds due the Contractor.

As of January 1, 1996 . . .

Idaho Fuel Tax must be charged on all UNDYED (CLEAR) DIESEL FUEL sold.

If tax-paid fuel (clear) is used for nontaxable purposes, you may claim a refund from the tax commission by filing a Form 75. For any questions please call your nearest State of Idaho State Tax Commission office.

Idaho Fuel Tax will not be charged on any DYED DIESEL FUEL.

Red-Dyed HIGH-SULFUR diesel fuel

- Cannot be used in any motor vehicle.
- Can be used in equipment, stationary engines, combines, tractors, etc.

BULK FUELS CONTRACT

Red-Dyed LOW-SULFUR Diesel Fuel

- Can be used in vehicles operated exclusively by state or local government
- Can be used in vehicles that are not required to be licensed, equipment, stationary engines, combines, tractors.

INVOICES

1. The State reserves the right to withhold payment without penalty until properly executed invoice/delivery tickets are submitted.
2. Invoices must be Contractor's invoices. The State will not accept invoices from sub-contractors and will not pay sub-contractors.
3. Contractor's invoices will include the agency's billing/contact information (name, address, phone and fax no.) as provided by the ordering agency.
4. The Contractor must deliver/fax an invoice to the agency's business office within forty-eight (48) hours (two (2) calendar days) after delivery of the fuel. The billing contact information for Idaho Transportation Department delivery sites can be found on page 6 of these specifications. In the case of a late delivery, fuel base price will be the lower of the price posted by Idaho Transportation Department on the actual day of delivery or any day between date of order and actual date of delivery.
5. The Contractor's invoice will show the date of delivery and separately list for each fuel delivered, the fuel price (as posted on the Idaho Transportation Department website), the Contractor's margin and all applicable fixed costs (i.e., taxes).
6. For gasoline delivered between the dates of May 1 and September 1, the Contractor's invoice must indicate the Reid vapor pressure of the gasoline.
7. The following are fixed costs:

State Excise Tax (gasoline)	\$0.25
Special Fuels Tax (undyed diesel only)	\$0.25

NOTE: Special fuels tax is not charged on dyed diesel.
8. Any mandatory fixed costs added by federal, state or local government after award of this contract will be allowed.

PRICE ADJUSTMENTS/PRICING

1. The State's intention is to establish fuel contracts whereby the purchase price per gallon of fuel can be directly reconciled to the published **OPIS RackFax** prices FOB Terminal in ct/gal, excluding taxes, discounts and Superfund line items based on the following formula:

$$\text{Contract Net Price per gallon} = \text{OPIS RackFax Rack Average price in effect on date of delivery} + \text{Applicable Taxes/Fees} + \text{Contractor's Margin}$$
2. The OPIS RackFax RACK AVERAGE prices identified as OPIS CLEAR GROSS GASOLINE PRICES for Unl, Mid and Pre Unl shall be used to reference changes in contract net prices for unleaded gasoline.
3. The OPIS RackFax RACK AVERAGE prices identified as OPIS GROSS DISTILLATE PRICES for Lo Sul Red No. 2, and Lo Sul Red No. 1 shall be used to reference changes in contract net prices for Diesel No. 2 LS Dyed and Diesel No. 1 LS Dyed.
4. Terminal prices to be used for this contract are: SPOKANE, WA terminal. No other price change method such as referencing your own price list or your supplier's posted price list or any other publication shall be considered.
5. The contract base prices will be per the Oil Price Information Service (OPIS) OPIS RackFax as published daily by UCG, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852-3030. These prices will be the prices in

BULK FUELS CONTRACT

effect for deliveries made on that date and will be posted on the Idaho Transportation Department (ITD) internet website. The State expects to receive and post the prices in the afternoon on a daily basis Monday through Friday, holidays excepted. Weekend and holiday prices will be posted the following business day. Contractor agrees to access the ITD website to determine appropriate contract base prices. (The internet website address will be provided to successful vendor at time of award.)

6. Blended diesel (#1 diesel blended with #2 diesel) may only be invoiced at the actual quantity of each gallon of each fuel grade delivered. Blending fees must be included in the Contractor's margin.
7. It is understood and agreed that company names and prices can be removed from and added to the OPIS RackFax publication by the publishing company without affecting the procedure for price computation.
8. If it appears that an error has occurred in any OPIS RackFax issue, the Division of Purchasing shall contact the publisher for clarification.
9. If it is discovered, after the fact, that an OPIS RackFax publication that had been used to adjust prices was in error, or that another error occurred, corrections will be made subject to the following conditions:
 - A. The error is detected and sufficient data is available to make corrections within thirty (30) calendar days after the effective date of the contract prices reflecting the erroneous pricing information.
 - B. The amount necessary to make the correcting adjustment, plus or minus, must require an invoice correction in excess of \$40.00.
10. Notwithstanding the above, should the price structure become unworkable, detrimental or injurious to the State of Idaho, or result in prices which are not truly reflective of current market conditions and no adjustment in price is mutually agreeable, the Division of Purchasing reserves the right to cancel this contract.

ORDERING PROCEDURE

1. There is no minimum order quantity.
2. Orders may be placed to Contractor by telephone, e-mail or by fax.

CONTRACT CANCELLATION CONDITIONS

In addition to any other reasons otherwise available to the State, a contract may be terminated in part or in its entirety by the Division of Purchasing upon written or verbal notice for a violation of any of the following conditions:

1. Delivery of any contaminated product or delivery of any product that does not meet the bid specifications for that product. Final determination of fuel contamination or product specification deviation will be made by a certified commercial laboratory approved by the Idaho Transportation Department or the Idaho Transportation Department laboratory.
2. Inability or failure to deliver product(s) by the time agreed to when order is placed, unless prior notification (telephone) is received by the using agency. In case of Contractor's inability or failure to deliver product(s) by the time agreed, or in the case of an emergency, the State reserves the right to order elsewhere as necessary.
3. Failure of a Contractor to provide necessary and complete documentation of a fixed cost adjustment (increase/decrease).

FUEL QUALITY

1. All fuels delivered are subject to testing by a certified commercial laboratory, approved by the Idaho Transportation Department or the Idaho Transportation Department laboratory, to determine acceptability. If fuel delivered is contaminated or does not comply with contract specifications, all costs for testing shall be paid by the Contractor. In addition, the State reserves the right to require the Contractor to remove Contractor-supplied contaminated or non-compliant fuel from bulk tanks and equipment tanks and replace the contaminated or non-compliant fuel with fuel that meets specifications. The cost for removal of the contaminated or non-compliant fuel

BULK FUELS CONTRACT

and the cost for the cleanup shall be paid by the Contractor. Contractor agrees to pump the bulk tank and equipment tanks to remove Contractor-supplied contaminated or non-compliant fuel within twenty-four (24) hours after receiving verbal or written notification that the product is contaminated or does not meet contract specification requirements.

2. The State reserves the right to procure a sample of fuel from the Contractor's delivery truck at time of delivery for purposes of verification of specification compliance.
3. Deliveries and/or payment may be refused if quality is unacceptable.
4. Nothing herein shall preclude conformance with other federal, state, or local regulations that may be more stringent.

SPECIFICATIONS FOR GASOLINE

1. Gasoline must meet or exceed standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D4814-01.
2. Contractor must provide gasoline complying with volatility requirements as outlined in ASTM, Specification D4814, Table 4 (Seasonal Specifications).
3. For delivery site requiring unleaded gasoline, the Contractor agrees to provide unleaded gasoline with an anti-knock index "(R+M)/2" of at least 87. It is assumed all orders are for **87-octane**, however, an ordering agency may order a higher octane fuel. Contractor's margin will be the same for all gasoline regardless of octane.
4. Contractor must attach and maintain octane stickers on all gasoline pumps at sites where they deliver gasoline.
5. Between May 1 and September 15, Contractor must provide gasoline having Reid vapor pressure exceeding 9.0 pounds per square inch. If the requirements of the Federal regulation change during the contract period, this requirement will change accordingly.

SPECIFICATIONS FOR DIESEL FUEL

1. Diesel fuel must meet or exceed standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D976 (cetane, distillation and gravity).
2. Diesel fuel must meet or exceed standard specifications listed in ASTM Specification D1976 (water and sediment).
3. Low-sulfur dyed diesel must meet or exceed standard specifications listed in ASTM Specification D4294.
4. **The Idaho Transportation Department requires low-sulfur dyed diesel in ALL CASES.**

DIESEL #2 FUEL BLENDING SPECIFICATIONS

1. Contractor must provide blended diesel that meets or exceeds standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D2500.
2. Contractor must provide blended diesel that is suitable for use at the temperatures that can reasonably be expected to occur. In most cases satisfactory operation can be expected to occur if the cloud point (or wax appearance point) is 5 degrees F above the tenth percentile minimum ambient air temperature for the area.
3. It is the Contractor's responsibility to determine the total tank volume after delivery is the correct blend.
4. The following blending table suggests appropriate fuel blends:

TEMPERATURE (Degrees F):	0	-5	-10	-15	-20	-25	-30	-35
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BULK FUELS CONTRACT

#1 DIESEL	0%	15%	40%	50%	60%	67%	75%	100%
#2 DIESEL	100%	85%	60%	50%	40%	33%	25%	0%

IDAHO TRANSPORTATION DEPARTMENT BILLING/CONTACT INFORMATION

Zone 1

Supply Operations Supervisor
Idaho Transportation Department
600 West Prairie, Coeur D'Alene, ID 83815-8764
772-1245 – Telephone
772-1265 – Fax

SPECIAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

PRICING INSTRUCTIONS

1. Bidders: Enter your bid price (margin) for each type of fuel and delivery destination in the appropriate spaces in the attached bidding schedule. Bidder is to show the amount (margin) to be added to the OPIS RackFax Rack Average price for the city or terminal designated for Spokane, WA.
2. Refusal by a bidder to accept OPIS RackFax Rack average prices for the contract price adjustments as specified herein will be cause for non-acceptance of their bid.
3. Bidder's margin must include freight (delivery cost); blending fees (charge for blending Diesel #1 and Diesel #2); and all other costs except fixed costs (taxes).
4. Storage capacity information is provided but is not a guarantee. Quantities given are estimates of use for bidding purposes only and are not guarantees. Actual quantities to be used are unknown and may be more or less. No minimum order quantity is guaranteed.
5. Sites listed in the bid schedule are expected to be active during the contract period but could become temporarily inactive or permanently closed at any time. There is no guarantee that any site will remain in use.
6. **BIDS REQUIRING A MINIMUM DELIVERY QUANTITY WILL NOT BE CONSIDERED OR ACCEPTED**

METHOD OF AWARD:

1. Award will be "all or none" based on lowest grand total of extended unit prices (margins) bid for all products at delivery site.
2. Bidders are required to bid all types of fuel requested for delivery site.
3. Bids not offering all required items for the delivery site will not be considered or accepted.

Bulk Fuel Bid Schedule

[illegible]

MP = Mile Post SH = State Highway LS = Low Sulfur HS = High Sulfur
WMA = Wildlife Management Area
AST = Aboveground Tank UST = Underground Tank